

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORHTERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

BOARD OF TRUSTEES OF THE LOCAL	)	
UNION NO. 422 U.A. OF JOLIET,	)	
ILLINOIS PENSION FUND AND	)	
BOARD OF TRUSTEES OF THE LOCAL	)	
UNION NO. 422 U.A. OF JOLIET,	)	No. 08 C 211
ILLINOIS WELFARE FUND,	)	
	)	Judge Coar
Plaintiffs,	)	
	)	Magistrate Judge Denlow
v.	)	
	)	
HILDEMAN PLUMBING, INC.,	)	
an Illinois corporation, and RANDY	)	
HILDEMAN, Individually,	)	
	)	
Defendant.	)	

**AFFIDAVIT OF OLGA KANE**  
**(RANDY HILDEMAN, Individually)**

STATE OF ILLINOIS	)	
	)	ss
COUNTY COOK	)	

I Olga Kane, being first duly sworn on oath, depose and state as follows:

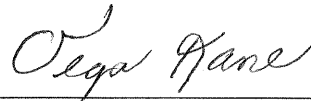
1. I am employed at the law firm of Arnold and Kadjan.
2. One of my duties is to monitor all contractors paying delinquent fringe benefits on Installment Note programs.
3. This process includes receiving and accounting for all note payments thereon and computing a running tally of remaining balances for each contractor.
4. A copy of the Installment Note that Randy Hildeman, Individually has been making payments pursuant to is attached hereto as Exhibit 1.
5. The Installment Note is currently in default because the payments of August 1, 2007 through February 1, 2008 were not made.

**EXHIBIT A**

6. The amount due for Plumbers Local 422 Note is \$26,666.68. Failure to pay accelerates the full amount due.

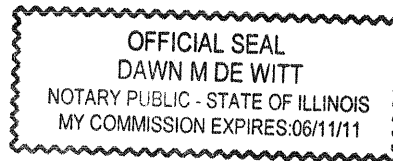
7. Affiant is currently not suffering from any infirmities and is competent to testify to the facts set forth herein.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Olga Kane

SUBSCRIBED AND SWORN TO  
before me this 8th day of  
April, 2008

  
\_\_\_\_\_  
NOTARY PUBLIC



INSTALLMENT NOTE

\$46,000.00

February 19, 2007

For Value Received, the undersigned promises to pay to the order of \_\_\_\_\_  
PLUMBERS & PIPEFITTERS LOCAL 422 FRINGE BENEFIT FUNDS the principal sum of  
FOURTY THREE THOUSAND SEVEN HUNDRED FOUR and 32/100 (\$43,704.32) Dollars

Payable in installments as follows:

THREE THOUSAND EIGHT HUNDRED THIRTY THREE and 00/100 (\$3,833.33) Dollars  
on the 1<sup>st</sup> day of MARCH 2007  
THREE THOUSAND EIGHT HUNDRED THIRTY THREE and 00/100 (\$3,833.33) Dollars  
on the 1<sup>st</sup> day of each month beginning on the 1<sup>st</sup> day of APRIL 2007  
for 9 month(s) succeeding, and a final payment of  
THREE THOUSAND EIGHT HUNDRED THIRTY THREE and 00/100 (\$3,833.33) Dollars  
on the 1<sup>st</sup> day of FEBRUARY 2008 with interest on the balance of principal remaining from time to time unpaid at  
the rate of 9% per cent per annum, payable on the due dates for installments of principal as aforesaid.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of 18 per cent per annum. Payments of both principal and interest shall be made at ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958 or such other place as the legal holder hereof may from time to time in writing appoint.

The payment of this Note is secured by a Security Agreement in the nature of a chattel mortgage, bearing even date herewith, from the undersigned to \_\_\_\_\_  
on personal property \_\_\_\_\_

in the County of \_\_\_\_\_, Illinois. The undersigned's residence (chief place of business) is at \_\_\_\_\_  
\_\_\_\_\_, Illinois.

At the election of the payee or legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment, when due, of any installment of principal or interest, or any portion thereof, in accordance with the terms hereof or in case of default as defined in said Security Agreement. In the event of default, the payee or legal holder hereof shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be unpaid thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

RESOLUTION OF REPORTS SEPTEMBER 2006 THROUGH JANUARY 2007

  
RANDY HILDEMAN, INDIVIDUALLY

\_\_\_\_\_  
HILDEMAN PLUMBING, INC.  
980 N. MAIN ST  
CRETE, IL 60417  
PHONE (708)- 672-9030  
FAX (708)-672-9037

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145.

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.